

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the **date** of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(")(3) is waived.

6. If the case is converted to Chapter 7. Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the contract and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

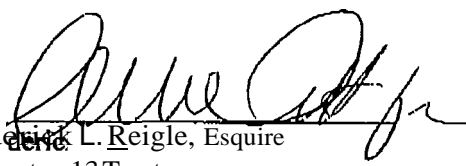
Date: February 1, 2017

/s/Denise Carlton, Esquire
Denise Carlton, Esquire
Thomas I. Puleo, Esquire
Attorneys for Movant
KML Law Group, P.C.
Main Number: (215) 627-1322

Date: 2/21/17

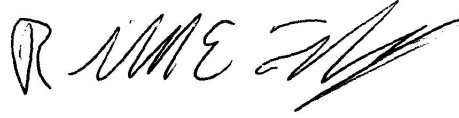

DAYID S. GELLERT ESQUIRE
Attorney for Debtor

Date: 2/22/17


Frederick L. Reigle, Esquire
Chapter 13 Trustee

Approved by the Court this _____ day of _____, 2017. However, the court retains discretion regarding entry of any further order.

Date: March 2, 2017

A handwritten signature in black ink, appearing to read 'RME Fehling', written over a horizontal line.

Bankruptcy Judge
Richard E. Fehling